

AUG 10 2001

Attorney Docket No. FSHR-008/00US

**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of Albert P. Maggiore et al.

Serial No.: 09/771,919

Examiner: Unassigned

Filed: January 30, 2001

Art Unit: Unassigned

For: EXPRESSION-VARYING DEVICE

Commissioner for Patents  
Washington, D.C. 20231**POWER BY ASSIGNEE  
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The Assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- An assignment document, a copy of which is enclosed herewith;
- An assignment previously recorded in the U.S. Patent and Trademark Office at Reel \_\_\_, Frame \_\_\_.

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP  
ATTN: Patent Group  
One Freedom Square

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SEP -4 2001  
TC 3700 MAIL ROOM

Reston Town Center  
11951 Freedom Drive  
Reston, VA 20190-5601  
Tel: (703) 456-8000  
Fax: (703) 456-8100

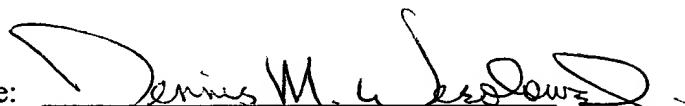
CUSTOMER NUMBER: **022903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Date: 7-20-01

Signature:

Name: Dennis Wesolowski  
Title: ASSISTANT SECRETARY  
Company: Mattel, Inc.



Attorney Docket No: FSHR-008/00US

PATENT

**ASSIGNMENT  
(Joint)**

Albert P. Maggiore, residing at 28 Chestnut Corner, Lancaster, NY 14086, Toshinobu Ishii residing at 1-31-3 Kizawa, Toda-Shi, Saitama-Ken, Japan 335-0013, Kazutsugi Kanagawa residing at 1-8-2-302 Nakacho, Toda-Shi, Saitam-Ken, Japan 335-0012 and Hideyasu Karasawa residing at 3-22-12 Kidamari Higashi Dai, Tsuchiura-Shi, Ibaraki-Ken, Japan 300-0027 (hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

**EXPRESSION-VARYING DEVICE**

set forth in an application for Letters Patent of the United States, which is a

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. , and filed on ; or
- (2)  non-provisional application
  - (a)  having an oath or declaration executed on prior to filing of application; or
  - (b)  bearing Application No. 09/771,919, and filed on January 30, 2001; and

WHEREAS, Mattel, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 333 Continental Boulevard, El Segundo, CA 90245 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 7/10/01

By: Albert P. Maggiore

State of: New York

Albert P. Maggiore

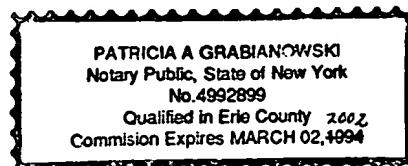
County of: Erie

The preceding Assignment was acknowledged before me this 10th day of

July by 2001

Patricia A. Grabianowski  
Notary Public

My Commission Expires:



Date: \_\_\_\_\_

By: \_\_\_\_\_

Toshinobu Ishii

State of:

County of:

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kazutsugi Kanagawa

State of:

County of:

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Hideyasu Karasawa

State of:

County of:

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Attorney Docket No: FSHR-008/00US

PATENT

ASSIGNMENT  
(Joint)

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Page 2

entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: \_\_\_\_\_

By: \_\_\_\_\_

State of: \_\_\_\_\_

Albert P. Maggiore

County of: \_\_\_\_\_

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_

Notary Public

My Commission Expires:

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2JP@011.DOC

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Page 3

Date: JULY 24, 2001By: Toshinobu Ishii  
Toshinobu Ishii

State of:

County of:

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, by \_\_\_\_\_.

Notary Public

My Commission Expires:

Date: JULY 24, 2001By: Kazutsgji Kanagawa  
Kazutsgji Kanagawa

State of:

County of:

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, by \_\_\_\_\_.

Notary Public

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Attorney Docker No. FSHR-008/00US

Page 4

Date: JULY 24, 2001By: Hideyasu Karasawa  
Hideyasu Karasawa

State of:

County of:

The preceding Assignment was acknowledged before me this \_\_\_\_\_ day of

by \_\_\_\_\_

Notary Public

My Commission Expires:

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